ment. See, *Bockes* v. *Lansing*, 74 N. Y. 437; *Robinson* v. *Willoughby*, 67 N. C. 84.

PUBLIC OFFICERS—TERM OF OFFICE—RESIGNATION.—Under the Texas penal code a county surveyor is disqualified from purchasing public lands. The plaintiff in this case was county surveyor and resigned his office for the express purpose of purchasing a section of the public lands. His resignation was accepted, but no one was appointed to fill the unexpired term. The state constitution provides that all officers within the state shall continue to perform the duties of their offices until their successors are chosen. An action of trespass was brought by plaintiff to try the title to the land in question. *Held*, that an officer, whose resignation has been accepted, but whose successor has not been appointed, is still such officer with continuing disqualifications. *Keen* v. *Featherston* (1902),—Tex. Civ. App.—, 69 S. W. Rep. 983.

Where there is a constitutional provision that officers shall hold until their successors qualify, the weight of authority is that the common law rule that the resignation of a public officer is not complete until its formal acceptance or the appointment of a successor, (see *Badger* v. *United States*, 93 U. S. 599; *Jones* v. *City of Jefferson*, 66 Tex. 576; contra, *Reiter* v. *State*, 51 Ohio St. 74, 23 L. R. A. 681), is extended so as to make necessary both the acceptance of the resignation and the appointment of a successor. In reference to the above requirement, it has been said that a person seeking to escape from the duties of an office by a hasty resignation "must see that he resigns not only de facto, but de jure; that he resigns his office not only, but that a successor is appointed." However, the contrary rule prevails in New York, where it is held that such a constitutional provision applies only where the term of office has expired and not to a case of vacancy caused by resignation: *Olmsted* v. *Dennis*, 77 N. Y. 378.

SALES—CONDITIONS IMPOSED ON RESALE—NOT BINDING ON THIRD PARTIES.—Plaintiff, the owner and manufacturer of a patent medicine, sold it only under a contract by which the purchaser agreed not to retail it at less than a stipulated price. Defendant, knowing the terms of the contract, bought of a purchaser from plaintiff's vendee. In a suit to enjoin the defendant from selling under the stipulated price, *Held*, that such conditions imposed on resale do not attach to and follow the property but are binding only on the contracting party. *Garst* v. *Hall* (1901), 179 Mass. 588, 61 N. E. Rep 219.

The contract did not require purchasers to impose the same restrictions on their vendees, nor does it appear from the statement or opinion that a copy of the agreement, which purported to bind all subsequent purchasers accepting the goods, was attached to each box. Such is now the case and seems from independent investigation to have been true when this case arose. When such conditions of sale are printed on chattels, the purchaser's knowledge of them is presumed and they are binding on all those into whose possession the goods come. *Heaton Co.* v. *Eureka*, 47 U. S. App. 146, 35 L. R. A. 728. One buying chattels with knowledge of his vendor's contract to sell only subject to certain restrictions in their use will be enjoined from the forbidden use; "the party purchasing under such circumstances takes the property burdened with the contracts made by its owner in reference thereto." *Bank Note Co.* v. *Hamilton*, 83 Hun, 593, 28 App. Div. 411. Third parties with notice will be restrained from using or obtaining information from subscribers to a news agency, who have agreed not to resell the news furnished them, *Exchange Tel. Co.* v. *Gregory* (1896), 1 Q. B. 147; *Exchange Tel.*